

AUG 7 3 11 PM 1964

June 4, 1964

REGISTRATION No. 1381

REGISTRATION SECTION

This letter will constitute the understanding and agreement between us:

1) The Ente Nazionale Italiano per il Turismo (Italian State Tourist Office) hereinafter referred to as ENIT, hereby retains Donald N. Martin and Company, hereinafter referred to as the Company, to plan, direct and execute a campaign of tourist promotion, merchandising and special projects in the United States for a period of one year beginning June 4, 1964 and thereafter until terminated by the client or by the Company upon 60 days written notice, but not prior to October 31, 1964; therefore this agreement shall not terminate before December 31, 1964.

2) The Company agrees to carry out the following program:

a) TOURIST PROMOTION AND MERCHANDISING

Sales clinics for training travel agents in major United States markets such as New York, Boston, Chicago, San Francisco and Los Angeles -- production of audio visual and other sales promotion material.

Promotional kits for travel agents.

Special literature to service inquiries generated by campaign and to support special campaign themes, including brochures, folders, and point-of-sale (display) material.

A schedule of sales promotion bulletins and letters to the travel industry.

Cooperative promotions on special campaign sales points with important tour operators.

Joint promotion with carriers serving Italy.

Participation in travel industry meetings.

b) SPECIAL PROJECTS

A promotional tour by the flag throwers of Arezzo, including visits to St. Louis, New York and other centers, and any other projects mutually agreed upon.

Organization of a systematic and efficient distribution of literature and display material and handling of responses to inquiries.

It is understood that all arrangements and publicity directly related to the above projects shall be carried out by the Company. Because of the

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Company's responsibility for travel industry promotion, all trade press publicity shall be carried out by the Company.

3) ENIT agrees to compensate the Company for its services on the basis of a budget of \$120,000 for the period June 1 to December 31, 1964, broken down as follows:

I- The Company's fee for providing counseling and senior management for planning, directing and executing the campaign and overhead costs shall be fixed at \$28,500 for the stated month period. This fee shall be billed in advance at the monthly rate of \$4,071.00 and is payable by the first of each month.

II- The budget affixed to and made part of this agreement provides for \$66,500 for Tourist Promotion and Merchandising and \$25,000 for Special Projects, which sums shall cover out-of-pocket expenses and staff time charges at standard per diem rates, including salaries for specialists and other staff personnel. Not less than 50% of these sums will be available for out-of-pocket expenses.

Out-of-pocket expenses such as telephone, telegraph, messenger service, postage, travel and entertainment will be billed at cost and are payable upon presentation. Items such as air fares, printing, mailings, audio-visual materials and similar items will be billed at cost plus a commission equaling 15% of the gross amount. The Company will credit ENIT with any discount or other special concessions earned by your account. Vouchers in triplicate will be appended to the monthly invoices which the Company will submit to you, and which will be payable upon receipt in U.S. currency.

III- It is understood that the activities included in Paragraph 2, will be mutually agreed with you as we develop the program and that the total expenditures will not exceed the total sum provided in the affixed budget. The Company agrees to submit to ENIT for advance approval the estimated costs for activities considered necessary which originate after the date of this agreement and are not specifically covered under Paragraph 2, and which, if approved, will be in addition to the foregoing amounts. Requests by ENIT for activities involving operating staff or out-of-pocket costs not specifically covered in the attached budget will be considered equivalent to approval for the expense involved and also added to the total budget amount.

IV- This arrangement becomes effective as of this date and it is understood that the fee referred to under Paragraph I- is fixed for the period from this date until December 31st, 1964. A proposed program for the period following December 31, 1964, will be submitted during October, 1964, and will be agreed upon by November, 1964.

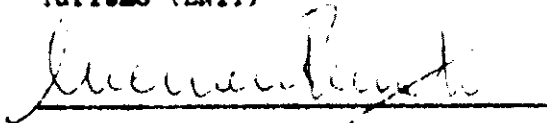
Donald H. Martin

Received by ENIT

V- Any controversy, dispute, claim or disagreement between the parties arising out of or relating to this agreement or the breach thereof shall be determined by arbitration in the city of New York in accordance with the rules and regulations then obtaining of the American Arbitration Association and ENIT waives any claim or right to contest the jurisdiction, award or judgment by reason of sovereign immunity. Judgment upon the award rendered may be entered in the highest court of the Forum, state or federal, having jurisdiction.

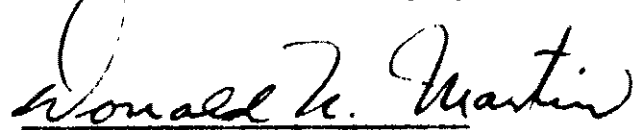
CONSENTED AND AGREED TO:

Ente Nazionale Italiano per il
Turismo (ENIT)



CONSENTED AND AGREED TO:

Donald N. Martin and Company



Special Campaign for Italy in the United States
TOURIST PROMOTION, MERCHANDISING AND SPECIAL PROJECTS

(Seven Months: June 1-December 31, 1964)

I. TOURIST PROMOTION AND MERCHANDISING

Sales Clinics for training travel agents in major United States Markets such as New York, Boston, Chicago, San Francisco and Los Angeles -- production of audio visual and other sales promotion material, including travel and representation, etc.

20,000

Promotional kits for travel agents, including mailing, postage, etc.

7,500

Special literature to service inquiries generated by campaign and to support special departure tours, including brochures, folders and point of sale display material

14,000

A schedule of sales promotions targeting and letters to the travel industry -- including mailing and postage

4,500

Cooperative promotions on special campaign sales points with important tour operators, such as American Express, Cooke, CIT, AAA, etc.

11,000

Joint promotion with Alitalia, Italian Line and other carriers bringing American tourists to Italy

6,000

Participation in travel industry meetings, such as the annual ASTA convention, regular ASTA conferences, etc.

3,000

Sub-total

75,000

II. SPECIAL PROJECTS

Spectacular action in the U.S. to bring to life representative tourist attractions of Italy, such as a promotional tour by the flag throwers of Arezzo (including air transportation)

12,000

Organization of a systematic and efficient distribution of literature and display material and handling responses to inquiries

13,000

Sub-total

25,000

III. FAA

Counseling and management staff for planning, directing and executing campaign and overhead costs

24,500

Sub-total

24,500

Total:

\$120,000